



STATE OF TENNESSEE  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
BUREAU OF TENNCARE  
729 CHURCH STREET  
NASHVILLE, TENNESSEE 37247-6501

## Trading Partner Agreement

Based upon the following recitals, the Bureau of TennCare, (hereinafter referred to as "TennCare"), and Name: \_\_\_\_\_,

(hereinafter referred to as "Trading Partner"), enter into this Agreement.

### Article I. Purpose

- 1.01 The Bureau of TennCare by law, in its capacity as the Medicare/Medicaid Agency in the State of Tennessee, must operate the TennCare Medicaid Management Information System (TCMIS). The TCMIS system contains information regarding claims adjudication, eligibility verification, prior authorization and other information related to the TennCare Program.
- 1.02 TennCare owns the data in the TCMIS and operates the system in which the claims and eligibility data flow. Trading Partners provide the pipeline network for the transmission of electronic data; thus, are required to transport TCMIS data to and from TennCare and providers of TennCare services.
- 1.03 This Agreement delineates the responsibilities of TennCare and the Trading Partner in transporting TCMIS data for TennCare in its' operation of the TennCare Program.

### Article II. Parties

2.01 Bureau of TennCare  
729 Church Street  
Nashville, TN 37247

2.02 Trading Partner

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# **Trading Partner Agreement**

## **Article III. General Provisions**

### **3.01 Term of Agreement**

- (a) The term of this Agreement shall be from the Effective Date through midnight June 30, 2008. A new agreement may be renewed and executed on an annual basis, at the option of the parties and may be subject to altered terms.
- (b) Changes to this Agreement shall be executed by July 1 of each calendar year. Trading Partners lacking an approved agreement on file will be suspended from operations starting at midnight on June 30 continuing until such time that an agreement is executed.
- (c) This Agreement may be terminated by either party by giving at least thirty (30) days advanced written notice to the other party. Any provisions required by State or Federal statute shall survive the expiration, cancellation, or termination of this Agreement.

### **3.02 Assignment**

- (a) Trading Partner shall not sell, transfer, assign or dispose of this Agreement, in whole or in part, or any right, title or interest therein, to any other party without the express written consent of TennCare. Such consent, if granted, shall not relieve Trading Partner of its obligations under the Agreement.
- (b) In the event a billing service is used, the Trading Partner hereby certifies that the billing service is authorized to submit claims on the Trading Partner's behalf using Electronic Media. The Trading Partner agrees that if the billing agreement with the billing service is terminated, the Trading Partner will immediately report the termination in writing to TennCare. The Trading Partner must complete a new security agreement and testing cycle when making a change from one billing service to another.

### **3.03 Modifications**

This Agreement contains the entire agreement of the parties and supersedes any previous understanding, commitment or agreement, oral or written, concerning the subject matter hereof, all of which are hereby incorporated. Any change to this Agreement will be effective only when set forth in writing and executed by the parties.

## **Article IV. Scope of Work**

- 4.01 **System Access.** TennCare agrees to provide Trading Partner with telecommunication access to TennCare TCMIS information and transfer of this information via Trading Partners' network to and from authorized TennCare

## **Trading Partner Agreement**

Program providers, or their authorized designee's computer system for purposes of transmitting TennCare transactions.

- 4.02 Trading Partner shall execute a contract with TennCare service providers, or their authorized designee (clearinghouse, VAN, billing service, etc.), providing all necessary authorizations to the Trading Partner for submitting and receiving TennCare TCMIS data. Said contract must stipulate that providers use software tested and approved by Trading Partner as being in the proper format and compatible with the TennCare TCMIS system.
- 4.03 Prior to the submission of any transactions to the TennCare TCMIS production system, Trading Partner agrees to submit test transactions to TennCare for the purpose of determining that the transactions comply with all requirements and specifications required by TennCare.
- 4.04 Successful testing certification must be achieved for each provider number that the Trading Partner represents before production claim submission for that provider. No electronic transaction received by TennCare for providers without certification will be processed.
- 4.05 The parties agree that TennCare will make the sole determination that test data is acceptable. This capability to submit test transactions will be maintained by Trading Partner throughout the term of this Agreement.
- 4.06 Trading Partner agrees to submit to the TennCare TCMIS only those individual transaction types for which specific approval from TennCare has been requested and received via the Electronic Data Interchange (EDI) Request Form. Prior to the submission of any additional transaction types to the TennCare TCMIS production system, or as a result of making changes to an existing transaction type or system, Trading Partner agrees to submit test transactions to TennCare for both the additional and any previously approved transaction types.
- 4.07 Trading Partner agrees that the TennCare TCMIS data transmitted by it will be released only to the authorized party requesting information that has a signed contract with Trading Partner.
- 4.08 Data Submission
  - (a) The Bureau of TennCare shall allow Trading Partner to prepare and submit TCMIS data using FTP, NDM, IBM tape cartridge, 3.5" diskette, Compact Disc (CD), and web portal. Additional transmission protocols as authorized by TennCare may occur from time to time.
  - (b) An ASCII format is expected for all transmissions that are not NDM based.
  - (c) FTP and NDM Line Speed. Trading Partner agrees to provide a minimum line speed of 56 KBS on a dedicated, secure channel from the Trading Partner

## **Trading Partner Agreement**

data center to the TennCare facility. Trading Partner equipment must encrypt all data end-to-end and maintain full compatibility with TennCare equipment. Trading Partner is free to choose type of channel and ultimate speed above 56 Kbps. The Trading Partner must coordinate with TennCare any equipment changes to ensure the changes will be compatible with the installed equipment at the TennCare facility. Trading Partner is responsible for all costs including installation costs, equipment, and line charges. All files transmitted in these methods must be in compressed (zipped) format.

### **Article V. Legal Compliance**

- 5.01 Trading Partner agrees to comply with all State and Federal laws, regulations, and policies as they exist or as amended that are or may be applicable to this Agreement.

### **Article VI. Payment Policies**

- 6.01 The Trading Partner certifies that all services for which reimbursement will be claimed shall be provided in accordance with all federal and state laws pertaining to the TennCare Program, and that all charges submitted for services and items provided shall not exceed Provider's usual and customary charges for the same services and items provided to persons not entitled to receive benefits under the TennCare Program.
- 6.02 The Trading Partner understands that any payments made in satisfaction of claims submitted through Electronic Media will be delivered from federal and state funds and that any false claims, statements or documents, or concealments of a material fact may be subject to prosecution under federal and state law.
- 6.03 The Provider shall allow the Bureau of TennCare access to claims data and assures that claims data will be submitted by authorized personnel so as to preclude erroneous payments received by the Provider regardless of the reason for such erroneous payments.

### **Article VII. HIPAA Guidelines for Electronic Transactions**

- 7.01 The Bureau of TennCare has adopted the HIPAA transaction standards and has created companion documentation to assist in conducting electronic transactions with TennCare. The ASC X12 and NCPDP standards required by HIPAA regulation are formulated to minimize the need for users to reprogram their data processing systems for multiple formats by allowing data interchange through the use of common interchange structures.

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- 7.02 The HIPAA implementation guides provide assistance in developing and executing the electronic transfer of health encounter and health claim data. Payers are required by law to have the capability to send/receive all HIPAA transactions, if they use any electronic format.

### **Article VIII. HIPAA Transactions**

- 8.01 All TennCare specific information can be found in the TennCare HIPAA Companion Guide, which is a de facto part of this Trading Partner Agreement. The TennCare HIPAA Companion Guide is a multi-part document that can be accessed from the TennCare website or provided by e-mail via written request.
- 8.02 270/271 Healthcare Eligibility Benefit Inquiry/Response – Transaction Standard for Eligibility for a Health Plan - This transaction is used by FFS providers to receive eligibility information about a subscriber. TennCare may also use this transaction set to verify eligibility for a third party health plan.
- 8.03 276/277 Health Care Claim Status – Transaction Standard for Health Care Claim Status and Response – This transaction is used by the FFS provider to get the status of a claim.
- 8.04 278 Referral Certification and Authorization – Transaction Standard for Referral Certification and Authorization – This transaction is used by FFS providers to request prior authorization for clients receiving services from a FFS provider.
- 8.05 820 Payment Order/Remittance Advice – Transaction Standard for Health Plan Premium Payments – This transaction will be sent to the Managed Care Contractors (MCCs) and will contain the capitated payment summary for the month.
- 8.06 834 Benefit Enrollment and Maintenance – Transaction Standard for Enrollment and Disenrollment in a Health Plan – This transaction is sent to the MCCs and will contain enrollment information for the MCC. A 271U response transaction that primarily contains service limits information is always distributed with an 834.
- 8.07 835 Remittance Advice – Transaction Standard for health Care Payment and Remittance Advice - This transaction is used by FFS providers to receive an electronic remittance advice.
- 8.08 837 Professional – Transaction Standard for Health Care Claims or Equivalent Encounter Information: Professional – This transaction is used to submit professional claims from FFS providers and encounter data information from the MCCs.

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- 8.09 837 Dental – Transaction Standard for Health Care Claims or Equivalent Encounter Information: Dental - This transaction is used to submit dental encounter data from the Dental MCC.
- 8.10 837 Institutional – Transaction Standard for Health Care Claims or Equivalent Encounter Information: Institutional - This transaction is used to submit institutional claims from FFS providers and encounter data information from the MCCs.
- 8.11 NCPDP 1.1 – Transaction Standard for Health Care Claims or Equivalent Encounter Information: Pharmacy - This transaction is used to submit retail pharmacy crossover claims from the DMERC and encounter data information from the Pharmacy MCC.

### **Article IX. Electronic Data Interchange (EDI) Request Form**

- 9.01 The EDI Request Form outlines all transactions used between TennCare and the Trading Partner including HIPAA transactions and proprietary formats. For most proprietary formats, the transaction name is sufficient identification information; however, a file format and/or additional clarification data for any proprietary format may be appended to the EDI Request Form, if needed.
- 9.02 Updates to the EDI Request Form may be made at any time by mutual agreement of both parties. Each update of the EDI Request Form supersedes all prior versions. Therefore, each EDI Request Form must contain all transactions between both parties.
- 9.03 All transactions received by TennCare will receive a 997 acknowledgement regardless of their HIPAA status.
- 9.04 Each Trading Partner has the option to send back to TennCare 997 acknowledgement transactions on all formats except the TennCare outbound 834 and 271U transactions, which require acknowledgements. The Trading Partner must indicate their acknowledgement intent for every transaction on the EDI Request Form.
- 9.05 Any transaction, per the Trading Partner Agreement, requiring an acknowledgement back to TennCare where an acknowledgement is not received, will result in a transmission re-send before the next update cycle is processed.
- 9.06 The “Transaction Frequency” column should contain the anticipated normal frequency of this transaction. Anticipated values are “D” for daily, “W” for weekly, “S” for semi-monthly, “M” for monthly, “Q” for quarterly, “A” for annually, “R” for on-request, “O” for other. Multiple indicators may be used for a transaction that has multiple processing cycles.

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- 9.07 The “Transaction Source” column should contain the origination source for the transaction. For transactions that come from TennCare, this column is already filled in with “TennCare”. For transactions from the Trading Partner, “TP” may be used. For transactions created by a third party for the Trading Partner, enter the third parties name.
- 9.08 The trading partner access person column should contain the name(s) of all individuals listed on the Security Forms below that will be accessing the given transaction.
- 9.09 The blank transaction rows on the request form are for proprietary file formats. Each production file sent between TennCare and the Trading Partner should be represented on this form. Trading Partners that have multiple sources for a given transaction should include the file once for each source.
- 9.10 TennCare will assign a unique submitter ID to every trading partner. For most trading partners, the submitter ID will be based upon tax ID - EIN or SSN – since the tax ID is already a required identifier on many HIPAA transactions. The assigned submitter ID must be used on all HIPAA transactions. The submitter ID will be used as the receiver ID for transactions that originate from TennCare.
- 9.11 The Trading Partner may provide a GS02 sender code on the EDI Request form. This code will be used as the GS03 receiver code for transactions originating from TennCare. A default value of the Trading Partner’s submitter ID will be used if a value is not specified.
- 9.12 See the attached EDI Request Form.

### **Article X. Security Form**

- 10.01 Complete a copy of the security form for every individual that will be accessing the TennCare System. TennCare’s security standards and CMS privacy and security regulations require the assignment of individual IDs.
- 10.02 List each individual’s name and then check which systems and transactions this person will be accessing. The security form should be copied and given to each person to complete.
- 10.03 Two signed copies of all completed security forms must be mailed to TennCare Security Manager at the TennCare address above. All forms must be completed as accurately as possible.
- 10.04 After processing your forms, TennCare will countersign and return one copy of the forms for your files, along with your pertinent sign-on information.

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- 10.05 It is the responsibility of the Trading Partner to notify TennCare when a listed individual leaves the employment of the Trading Partner or has a legal name change. Failure to do so may result in the contract termination.
- 10.06 Additional Security Forms may be submitted by the Trading Partner at any time after the execution of the TPA to request access for additional individuals. Standard TennCare processing will apply to the additional requests.
- 10.07 See attachments for Security Form

### Article XI. Right to Suspend Operations

If, at any time during this Agreement, TennCare determines that the best interest of TennCare would be served by temporarily suspending all processing operations, or any part thereof, or payments to providers, such suspension shall be communicated by TennCare providing Trading Partner with a written notice to that effect. Trading Partner shall, immediately upon receipt of such notice, cease all processing operations for the period specified in such notice.

### AGREEMENT EXECUTION:

#### Trading Partner

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**Signed**

**Name**

**Title**

**Date**

#### TennCare

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**Signed**

**Name**

**Title**

**Date**

Two copies of the completed TPA must be mailed to TennCare at the following address:

TennCare HIPAA Project Manager  
Bureau of TennCare  
729 Church Street  
Nashville, TN 37203



# TennCare EDI Request Form

**Select one:** New EDI Submitter ☐ Existing EDI Submitter ☒ (Submitter ID )

**Trading Partner Name:** \_\_\_\_\_ **Tax ID:** \_\_\_\_\_

**MCC ID or Medicaid Number:** \_\_\_\_\_ **Sender Code:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Contact Telephone:** (\_\_\_\_) \_\_\_\_\_

**Contact Email Address** \_\_\_\_\_

**Primary Submission Method:**    FTP \_\_    NDM \_\_    Web \_\_    CD \_\_    Cartridge \_\_ Diskette \_\_

Indicate ALL transactions to be used between TennCare and this Trading Partner:

[illegible]

Form Completed by	Signature	Title	Effective Date
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**Return Completed forms to TennCare at the above address or fax to (615) 253-5995.**

TennCare area:  
Form processed by: \_\_\_\_\_ Date: \_\_\_\_\_ ID assigned or verified: \_\_\_\_\_  
Comments: \_\_\_\_\_

# **TennCare Security Form**

Access ID \_\_\_\_\_

## **STATE OF TENNESSEE COMPUTER ACCESS SECURITY AGREEMENT**

I hereby acknowledge receipt of my computer access code(s) and my use of them demonstrates my agreement to the following guidelines:

1. I shall maintain confidential all computer information and resources to which I have access or control.
2. I shall take appropriate measures to safeguard and protect the information and computer resources of the State that are made available to me.
3. I shall use the information and computer resources only for authorized State business and not disclose any information or documentation obtained from, or pertaining to, the State's computer system(s) to any third party, except in the routine lawful conduct of the State's business.
4. I shall be accountable for and accept full responsibility for all transactions performed using my computer access codes.
5. I shall maintain all computer access codes in the strictest of confidence; immediately change them if I suspect that their secrecy has been compromised and report suspected misuse to the respective Security Administrator.

I have read and agree to comply with the guidelines set forth above.

I understand that willful violation of, or disregard for, any of these guidelines may result in disciplinary action set up to and including the termination of my employment, termination of my business relationship with the State of Tennessee and possible prosecution under the provisions of the Computer Crimes Act as cited at TCA §§ 39-14-601 et seq.

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# TennCare Security Form

## JUSTIFICATION FOR TENNCARE ACCESS

Access is needed by \_\_\_\_\_  
(Trading Partner Name)

to perform job responsibilities as a Trading  
Partner with the Bureau of TennCare.

Justification: To conduct all Trading Partner Agreement transactions specified  
in the EDI Request Form with the Bureau of TennCare. The indicated  
HIPAA transactions are required by Federal regulations.

Phone No: \_\_\_\_\_

### Type of Access Required:

___ TSOC	(Running of Production Jobs and Accessing Mainframe Files)
___ TSOA	(Running of Development Jobs and Accessing Mainframe Files)
___ TSOAX	(File Transfer - Development)
___ TSOCX	(File Transfer - Production)
___ ROSCOEC	(Running of Production Jobs and Accessing Mainframe Files)
___ ROSCOE	(Running of Development Jobs and Accessing Mainframe Files)
___ MULT	(Multitrak)
___ STARS	(Accounting)
___ TOPS	(Purchasing)
___ PC SAS	
___ ACCENT	(DHS System)
___ SOLQ	(DHS System - State On-Line Query System)
___ TEST CICS	(Test CICS Development)
___ CICS	(Review/Update On-Line Files)

Groups/Transactions Requested: \_\_\_\_\_  
Indicate Read or Update \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_ NETWORK  
\_\_\_ INTERNET  
\_\_\_ OTHER \_\_\_\_\_

\_\_\_\_\_  
(Manager Approval)

\_\_\_\_\_  
(Date)